

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION

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U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

George D. McCARLEY, )  
Plaintiff, ) Civil Action No. 3:06-cv-00091-MEF  
v. ) Lead Case  
HOUSEHOLD FINANCE )  
CORPORATION III, et al., )  
Defendants. ) (3:06-cv-00101-MEF)

ANSWER

Defendant HSBC Finance Corporation answers the complaint as amended (the "Complaint") as follows:

First Defense

1. Defendant denies the material allegations of the Complaint, except that defendant admits and avers that this Court has subject matter jurisdiction under the Real Estate Settlement Procedures Act ("RESPA"), that venue is proper, that plaintiff entered into a loan and mortgage with HomeSense Financial Corp. of Alabama, that said mortgage was purchased by an affiliate of HSBC Mortgage Services, Inc., that said mortgage was thereupon serviced by HSBC Mortgage Services, Inc., and that the mortgage was foreclosed. Defendant contests the relief sought.

**Second Defense**

2. There is an absence of personal jurisdiction over this defendant.

**Third Defense**

3. The Complaint fails to state a claim upon which relief can be granted.

**Fourth Defense**

4. The Complaint fails to comply with the requirements of Rule 8.

**Fifth Defense**

5. Plaintiff's claims are barred by the statute of limitations.

**Sixth Defense**

6. Plaintiff claims are barred by his failure to make required qualified written requests.

**Seventh Defense**

7. Any damages in this matter are limited by the provisions of 12 U.S.C § 2605.

**Eighth Defense**

8. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

**Ninth Defense**

9. Plaintiff has failed to provide required notices.

**Tenth Defense**

10. Plaintiff has failed to mitigate damages.

**Eleventh Defense**

11. Plaintiff's claims are barred by res judicata and collateral estoppel.

**Twelfth Defense**

12. Plaintiff lacks standing to pursue one or more of the purported claims, by virtue of 12 USC § 1833a(d), among other reasons.

**Thirteenth Defense**

13. To the extent the Complaint seeks to make defendant liable for punitive damages, defendant adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in BMW of North America, Inc. v. Gore, 517 U.S.

559 (1996), Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001), and State Farm Mutual Automobile Insurance Company v. Campbell, 538 U.S. 408 (2003).

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CERTIFICATE OF SERVICE

I hereby certify that I have, on this the 16<sup>th</sup> day of February, 2007, served a correct copy of the foregoing upon the following by placing the same in the United States Mail, properly addressed and postage prepaid:

George D. McCarley  
216B Chestnut Street  
Roanoke, AL 36274

George R. Parker